FORMAL BID	
	_____
FILE NO: 4993	Item/Schedule
COMMODITY: Parking Violation Parking Management Information Services System	_____
	Term of Contract
NAME OF BIDDER:	
BIDDER'S FED. ID.	_____
	Options
	_____
	Perf Bond Payment Bond Insurance
	Yes No Yes No Yes No

TO: Cynthia H. Griffin, Purchasing Agent   PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday**, **July 16, 2009,** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday**, **August 6, 2009. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal File No. 4993.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document".**

The envelope containing the bid must be labeled: "This envelope contains a bid for **Parking Violation Parking Management Information Services System opened at 11:00 a.m. on Thursday, August 6, 2009". The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

   SIGNATURE OF BIDDER: _____

   TITLE OF SIGNATORY _____

   ADDRESS OF BIDDER _____

   TELEPHONE NUMBER _____ **FAX NUMBER:** _____

Please check one of the following and insert the requested information:

   ( ) Corporation, incorporated in the State of: _____

   ( ) Partnership. Names of partners: _____

   ( ) Individual: _____

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Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

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Name of Bidder:_____

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Name of Bidder:_____

SECTION 1.0

TO: Cynthia H. Griffin, Purchasing Agent
          City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide all labor, materials and equipment necessary for the provision and operation of the Department of Traffic, Parking and Transportation, PARKING VIOLATION/PARKING MANAGEMENT INFORMATION SERVICES SYSTEM (PVPMISS) all in accordance with the attached specifications and following proposal schedule.

The PVPMISS is a large volume, highly complex computer-based operation that integrates and supports numerous elements for the processing and adjudication of parking violation tickets. The provision and operation of a PVPMISS will require a single-point-of-responsibility for such services and is fully described in the following bid documents.

One award will be made to the responsive and responsible bidder offering the lowest total price as a result of this invitation to bid.

Contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned. The contract shall be for a period of thirty-three months. Multi year contracts are subject to the availability and appropriation of funds.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. **The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.**

PLEASE SUBMIT YOUR BID IN DUPLICATE

PERFORMANCE BOND
To guarantee the faithful performance of any contract entered into pursuant to the bid document, the successful bidder will be required to provide a performance bond in the sum of **100%** of the value of the contract from a surety company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Official.

Questions
Questions concerning this Invitation to Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Tuesday, July 28, 2009 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Name of Bidder:_____

If downloading this Invitation for Bid from the Purchasing Website please check back on the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm in not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results
The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law
All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Name of Bidder:_____

SECTION 2.0

QUALITY REQUIREMENTS

A "no" or failure to respond to any of the following Quality Requirements will result in a rejection of your bid. Circle Yes or No for each of the following Quality Requirements (1-10)

1. Bidder must be in business under current name for a minimum of three years.	**YES**	**NO**
2. The bidder has three years direct experience within the past seven years providing a PVPMISS to at least three municipalities, all of which received the services described in this document's scope of services and each of which issue 350,000 or more parking tickets per year.	**YES**	**NO**
3. The bidder has three years experience with the Commonwealth of Massachusetts' Registry of Motor Vehicles implementing and administering the automated marking and clearing procedures for license – registration non-renewal provisions of MGL Chapter 90 Section 20A1/2.	**YES**	**NO**
4. The bidder has three years direct experience with the Commonwealth of Massachusetts' Registry of Motor Vehicles in performing automated name and address acquisitions.	**YES**	**NO**
5. The bidder has two years experience with the Registry of Motor Vehicles in New Hampshire, New York, Connecticut, Rhode Island, New Jersey and Florida in performing automated name and address acquisitions?	**YES**	**NO**
6. It is true that the bidder is currently not in Bankruptcy. Circle Yes if you are not currently in bankruptcy.	**YES**	**NO**
7. Bidder can provide, upon request, proof of financial solvency.	**YES**	**NO**
8. The submitted bid is without conditions, exceptions or modifications to the bid document.	**YES**	**NO**
9. The bidder currently has a local office in the Cambridge area, or will establish a local office in the Cambridge area by the start of this contract, where staff working on this contract will be based.	**YES**	**NO**
10. The bidder has three years experience providing a PVPMISS that integrates parking permit program (including resident permit parking) data into its system and provides an integrated parking ticket and parking permit cashiering system.	**YES**	**NO**

Name of Bidder:_____

SECTION 3.0

BID SUBMISSION REQUIREMENTS
Failure to submit requested documents may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality.

1. **References:** Provide five references, at least three of which receive the services described in this document's scope of services and each of which issue 350,000 or more parking tickets per year.   Include the customer name, contact person, his/her title, address, email address and telephone number. For each reference provide a brief narrative that explains the similarity of the reference's system to Cambridge's requirements including processing volumes. The City reserves the right to use itself as a reference.

2. **Massachusetts RMV Marking and Clearing Experience**: Provide references from three Massachusetts municipalities that can document the bidder's experience with the Massachusetts RMV implementing and administering automated marking and clearing procedures for licenses and registrations. For each reference include the customer name, contact person, his/her title, address, email address and telephone number.

3. **Massachusetts RMV Name and Address Acquisition Experience**: Provide references from three Massachusetts municipalities that can document the bidder's experience with the Massachusetts RMV performing automated name and address acquisitions. For each reference include the customer name, contact person, his/her title, address, email address and telephone number.

4. **Out-of-State RMV Experience:** Provide references from three municipalities that can document the bidder's experience with the Registry of Motor Vehicles in New Hampshire, New York, Connecticut, Rhode Island, New Jersey and Florida in performing automated name and address acquisitions. For each reference include the customer name, contact person, his/her title, address, email address and telephone number.

5. **Local Office:** Provide a description of the bidder's current local office or the plan to establish a local office in the Cambridge area by the start of this contract, including location, number of staff based there and functions performed by local office staff

6. **Parking Permit Program:** Provide a description of the bidder's experience providing a permit program integrated with its PVPMISS including a brief narrative that explains the similarity of the system to Cambridge's requirements including processing volumes and a list of the municipality(s) currently using this program. Provide the contact person for reference(s) from the municipality(s).

7. **Compliance with PCI Data Security Standards by Vendor's Credit Card Processor**: Provide a quarterly scan report from a certified scanning bidder for the most recent quarterly period and a copy of the annual self assessment questionnaire documenting compliance with PCI data security standards for the processing of credit card transactions.

8. **Resumes of key personnel:** Provide resumes and copies of current industry certifications for key personnel who will participate in the operation of the Cambridge PVPMISS including a description of each person's PVPMISS experience and her/his role in the Cambridge contract.

9. **Financial solvency:** Provide documentation that demonstrates the bidder's financial solvency and stability including audited financial statements and any statements related to legal proceedings that have been filed that expose the bidder to potentially significant financial damages.

10. **Conversion and Training Plan:** If applicable, provide a detailed, comprehensive timetable and plan to convert each element of the existing bidder's system to that of the selected

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Name of Bidder:_____

bidder. This plan shall include the responsibilities of the bidder, the City and the existing bidder; a description of how the accuracy of the conversion effort will be measured; the resumes of the conversion project team; identification of the project manager, the experience this individual has had in converting similar systems, and the estimated amount of time that the project manager will dedicate to the project; and the details of the bidder's post-conversion support plan.

Also provide a timetable and plan to train the City's parking services, enforcement and other staff in the operation and use of all equipment, systems and reports including cashiering and handheld ticket writing device operations.

Name of Bidder:_____

SECTION 4.0 PRICE SUMMARY FORM

The activity levels contained in the bid summary are the City's estimates based upon activity from July 1, 2008 to June 30, 2009 (except for collections which is a new service for the City). The vendor shall submit a monthly invoice. The vendor will be paid the unit costs contained in its bid submission for the actual level of activity that takes place each month.

PRICE SUMMARY FOR 9/6/2009 – 5/31/2012 (33 Month Usage)	
A. Cost of entering handheld tickets in the PVPMISS	Unit Cost _____ x 858,000 (Number of tickets issued) = $_____
B. Cost of entering paper tickets in the PVPMISS	Unit Cost _____ x 77,000 (Number of tickets issued) = $_____
C. Cost of ticket payment processing	Unit Cost_____ x 885,000 (Number of tickets paid) = $_____
D. Cost of tickets noticed	Unit Cost_____ x 746,000 (Number of tickets included in all notices) = $_____
E. Conversion cost (Conversion from current bidder to new bidder)	$_____
TOTAL BID AMOUNT (A+B+C+D+E)	$_____

Total Bid Amount in words: _____

Bidder Name: _____

Bidder's Signature: _____

Date: _____

Name of Bidder:_____

SECTION 5.0

Scope of Services

Overview

The City of Cambridge Department of Traffic, Parking and Transportation (TPTD) has instituted a comprehensive and integrated approach to transportation and parking management. The purpose of this procurement is to solicit bids for an automated Parking Violation/Parking Management Information Services System (PVPMISS). The PVPMISS must integrate and support every facet of parking ticket and parking management elements from ticket procurement to final disposition.

Approximately 350,000 tickets are issued within the City on an annual basis. Approximately 11 million dollars annually are collected from all sources (i.e. ticket payments, boot charges, Resident Parking permits, and dishonored [bounced] check fees). As of June 30th, 2009, there were approximately 2 million tickets on the current on-line system.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection and enforcement are integrated into a unified, comprehensive, turnkey system which must follow state guidelines and procedures for the collection and maintenance of parking violation receivables provided for under Massachusetts General Laws.

Key components of the system include:

- Registrant data acquisition from Massachusetts Registry of Motor Vehicles as well as other states;
- Electronic interface with Mass RMV registry hold program;
- On-street parking management activities including residential parking permits, Non-Resident Visitor Passes, and Business permits;
- Consolidated cashiering system with adequate audit trails, edits and controls on all financial transactions;
- Management reporting;
- Lockbox Services;
- Document image processing and workflow management;

SECTION 5.1

System and Functional Requirements of an Integrated PVPMISS

The Vendor is required to provide a PVPMISS that includes the following functions:

- Performs the automatic calculation and assessment of penalties to violations not paid within pre-defined time limits;
- Performs the automatic backing-out, holding in abeyance, and reactivation of penalties;
- Performs predetermined time based activities and updates the violation status for the next appropriate/applicable event;
- Conducts real-time editing of transactions entered through the on-line environment;
- Maintains a history of system generated events and processing transactions that can be viewed on-line;

Name of Bidder:_____

SECTION 5.2

Parking Ticket Pick-Up and Control

Currently, employees of several City of Cambridge Departments issue tickets either by using a paper-based ticket book or by a hand-held device. Paper based tickets and assorted items are to be picked up daily by a bonded Courier, provided by the Vendor, and delivered to the Vendor's premises for processing. The Contractor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations actually processed and updated to the master violation file. Hand-held generated ticket data is electronically transferred to the Vendor's premises and must be in the system by start of business the following day.

SECTION 5.3

Parking Ticket Data Entry

The Vendor must perform data entry of the information from all paper tickets into the PVPMISS database. Paper Ticket information must be entered into the database within one business day of delivery to the Vendor's premises. The vendor is responsible for supplying the inventory of paper-issued tickets and these tickets are to be bound in books of 25 (twenty-five) tickets per book with a cover. The instructions for the ticket writers must be printed inside the cover and the tickets must include a self-mailer type envelope. The tickets must be multi-part with the (1) original copy for data entry, (2) a second copy for city-records to remain in the book, and (3) a violator copy attached to the self-mailer to be issued by the ticket writer. The violator copy must be encoded so that the pre-printed ticket number can be read for payment processing using optical scanning equipment.

SECTION 5.4

Updating Tickets to the On-Line and Master Files

The Vendor, within one working day of receiving the 'Daily File' of newly entered information from all paper tickets, must add this information to the Master Violations File and match the vehicle registrations appearing on the issued tickets against the records in the Master Violations File. The Vendor is responsible for validating the information entered from the ticket including registration data. If the registration ticket matches an existing record in the Master Violation File, the Vendor will add the ticket data to the existing plate record. If the registration does not match an existing record in the Master Violation File, the Vendor will add the ticket data to a newly created registration record. The Vendor will make the new ticket data available for on-line access and system usage once it has been added to the Master Violation File.

SECTION 5.5

Lockbox Processing Functions

The Contractor must have the capability to process all parking violation payments mailed into the post office lockbox. Receipts must be deposited daily into an account designated by the City of Cambridge. The Contractor shall rent a post office lockbox in Cambridge, the contents of which shall be removed by the Contractor via bonded messenger at the beginning of each processing day.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, c) the routing of parking ticket related correspondence, and d) the scanning of parking ticket related correspondence.

Name of Bidder:_____

The following payment types must be accepted:

- whole and partial ticket payments
- multiple whole and multiple partial ticket payments
- whole registration payments
- multiple whole registration payments

The Vendor shall establish procedures to ensure that:

- all mail retrieved at the post office lock box is delivered to the processing facility / location
- all mail is correctly sorted and batched
- the City receives all correspondence on a timely basis
- the entry of payment information is accurate
- all batched payments submitted to processing staff are subsequently processed
- all processed payments are correctly updated to the system
- all items rejected during batch update are recorded, including subsequent re-entry of such items.

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely depositing of any cash payments received and the control of error correction capabilities. The total amount of all checks processed each day will be credited to a deposit account specified by the City.

The Vendor shall reconcile amounts paid, amounts posted/applied to the PVPMISS, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements either on a daily basis or as they are received from the bank (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back, of all bounced checks originally processed at TPTD and City Hall).

SECTION 5.6

Point of Sale Payment Processing System

The Vendor shall provide a fully integrated 'Point of Sale' Payment Processing System which will allow cashiers at TPTD and City Hall to accept payments and to process payment adjustments in an on-line, "real-time" environment.

The payment system must accommodate payment in cash and by personal check, money order, credit card (Master Card, VISA) and debit card and must notate the payment record and Master Violations File of the method of payment and location of payment.

The cashiering system must accommodate the following features:

a) on-line, real time payment acceptance for:

- whole ticket payments and partial ticket payments
- multiple whole and multiple partial ticket payments
- whole registration payments
- multiple whole registration payments
- partial and whole fee payments (e.g. boot fees, bad check fees)
- residential parking permit payments, business permits,…etc.

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Name of Bidder:_____

b) On-line, real-time adjustments to payment information to correct cashier errors.

c) The on-line, real time posting of all cashier transactions to the Master Violations File and subsystems (e.g., Boot and Tow System, Claims Processing System, etc).

d) Ticket level and plate level automatic on-line, real time calculation of the remaining amount due or amount of overpayment, in the event of partial or overpayment.

e) The automatic endorsement of checks and money orders and the imprinting of registration state and registration number, ticket number, fee and fee type, date and amount paid on the check or money order.

f) The generation of a payment receipt showing: payment date, payment time, method of payment, registration state, registration number, ticket number, amount due on each ticket, amount paid on each ticket, boot fee paid, tow fee paid, storage fee paid, bad check fee paid, total ticket amount due, total penalty amount due, total fees due, total amount paid, and change returned to customer.

h) Creation of a backup transaction record for each ticket or other transaction, printable on command, containing all data captured on each on-line transaction.

i) Acceptance of off-line payments at all cashiering locations and update of this data to the Master Violations File in a batch mode within 24 hours along with the production of a journal record containing all data captured on each off-line transaction.

The on-line payment system shall generate a daily payment activity report to facilitate and properly control cashier closing procedures at the end of each cashier shift. This detailed report shall include for each cashier / cashier I.D:

- registration state and number;
- a notation to indicate that the transaction was processed via the on-line system
- violation number;
- transaction type;
- payment method (i.e. cash, check, money order, credit card, debit card);
- dollar amount paid;
- time of the payment;
- status of the ticket.

A summary report must also provide summary data for each cashier / cashier I.D. and summary data for all transactions for each day. It should reflect a matrix in which all payment methods consisting of these below:

- cash
- check
- money order
- credit card
- debit card
- other methods

are cross referenced and summarized for all transaction types consisting of these:

- violations (tickets)
- penalties

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Name of Bidder:_____

- boot fees
- storage fees
- bad check fees
- permits

Audit control facilities must also be included, such as: balancing of computer-produced cashiering report to the log printed from the cashiering terminal, password sign-on by operator, cash-out by operator, segregation of cash, check, money order, credit card and debit card receipts, and totals.

Skeletal Payments and Dispositions

All payment amounts and other dispositions which cannot be applied to a violation number contained in the Master Violations File because the database is temporarily void of the violation record shall be retained in that file as a Skeletal Payment or Disposition Transaction. Skeletal transaction capability is required in order to accommodate the processing of violation transactions when the violation(s) in question has not yet been updated to the system. The Vendor shall provide the capability to create an on-line, real time skeletal record containing, at a minimum, violation number and payment disposition date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

Vendor Responsibility in the Event of Down Time

The Vendor must update the Master Violations File with all payments received during the hours of 7:00 A.M. through 8:30 P.M. by the cashiers at TPTD and City Hall. The Vendor shall be responsible for providing all the required controls, reports, procedures and documentation required to ensure that all payments processed by the Vendor can be reconciled with payments processed and monies received by City cashiers.

SECTION 5.7

Required Screen Data - Customer Service Inquiry Screens

The Vendor must provide detailed and comprehensive on-line inquiry screens to support numerous general and universal inquiry and customer service functions. The Vendor shall provide general inquiry screens containing data from all systems and system elements including:
- Noticing;
- Claims Processing;
- Boot and Tow;
- Registry of Motor Vehicle Interface;
- Both Summary and Detail plate and ticket information;
- Correspondence and Notice detail for all tickets;
- RMV ownership information and Non-Renewal Information;
- Batch update detail;

SECTION 5.8

Claims Processing System

The Vendor must provide an On-Line, Real-Time Claims Processing System that is comprehensively integrated with all system elements in the PVPMISS.

Name of Bidder:_____

The TPTD receives phone, walk-in, and mail inquiries that result in disputes at a proportion of approximately seven to ten percent of tickets issued during a year.   The Vendor's Claims Processing System must fully support the City's efforts to optimize responsiveness to disputes.

In addition, the vendor must provide an on-line system which interfaces with the City of Cambridge's web-site which the general public accesses and makes use of to complete a web-based form for the dispute of parking tickets.

The vendor's interface will need to capture all data input by the public and in which they describe the "who", "what", "where", "when", and "why" of the dispute. In addition, the vendor needs to capture any scanned or electronically rendered attachments either accompanying the data on the web-based form or submitted separately.

The vendor must generate an e-mail to the submitter acknowledging the receipt of their dispute. In addition, the vendor must automatically match and subsequently append an image of the submitted form and attachments with the record on the PVPMISS that bears the same violation number as that on the submitted dispute.

SECTION 5.9

Interface with Registries of Motor Vehicles

The Vendor must remain completely current with the RMV's specifications, technical or otherwise, and modifications and changes to the RMV's databases, systems, and procedures related to the PVPMISS especially the Massachusetts RMV. Further, the Vendor must continuously analyze and research the elements that compose RMVs data and information.

The Vendor is responsible for maintaining direct contact with the RMV's, especially the MA RMV regarding both the day-to-day and ongoing operations of the PVPMISS, and RMVs systems and operational changes or modifications that will directly, indirectly or potentially impact PVPMISS operations.

The Commonwealth charges the City $20 every time a registration or license is cleared. However, sometimes clears are done on tickets that were dismissed. In these situations, the City is due a credit from the Commonwealth for this $20 charge. The Vendor is responsible for: (1) identifying those cases in which the City should receive this credit, (2) preparing an annual accounting statement summarizing the credits due and (3) submitting this report to the Commonwealth on behalf of the City so that the City can receive credit on its "cherry sheet" which is used to reconcile amounts due between Cambridge and the Commonwealth.

The Vendor must provide registrant information for the sixteen (16) states listed below. However, the Vendor must obtain registrant information from as many additional non-MA states as possible. For Connecticut, due to current cost considerations, the Vendor may only be required to obtain registrant data for registrations with two or more outstanding citations. If this state's costs were to decrease in the future, acquisition of registrant information would occur on a per violation basis.

FY 2008 Out of State Issuance: 43,453 (Top 16 States)

State	Issuance
1) New Hampshire	9,511

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Name of Bidder:_____

2) New York	6,710
3) Connecticut	4,877
4) Rhode Island	3,477
5) New Jersey	3,196
6) Maine	2,489
7) Pennsylvania	2,428
8) Florida	1,705
9) California	1,625
10) Virginia	1,454
11) Vermont	1,389
12) Maryland	1,222
13) Illinois	909
14) Texas	848
15) Ohio	796
16) Michigan	817

Significant Character Requirement

The Vendor must accommodate the treatment of 'significant' license plate characters. These characters are neither alpha nor numeric but are significant in that they are required for the correct identification of a plate owner or to distinguish between plate owners. These include "+" (plus) signs, "-"(minus) signs, and "&" (ampersands) signs.

Multiple Owner and Re-Issued License Plate Requirement

The RMV's Interface System must accommodate all scenarios where a license plate number and type has been issued to more than one registrant at different periods of time. The system must correctly assign tickets to the license plate owner who is responsible for their issuance.

Registration Data: Split records and the need to merge data

When requesting vehicle owner information from the appropriate registry, the vendor must be aware that subtle or slight variations in the data received, compared with that which has been received previously, could result in their creation of a separate and unique registration record. The vendor must take measures and have sufficiently robust edits to prevent this split of records from occurring. In those cases where the existence of a split record is discovered, regardless of its origins, the vendor must provide the on-line capability to merge and produce a corrected and unified registration record. In addition, the vendor must provide a monthly management report, produced in state-plate order, of the resultant on-line corrective action taken to merge a split record providing the City with sufficient audit capabilities to measure these corrective actions.

Request for Massachusetts Vehicle Owner Information

At least once per week, the Vendor must request vehicle owner (registrant) information from the Massachusetts Registry of Motor Vehicles database for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter established by the City.

The Vendor shall add to the Master Violations File newly acquired license plate and registrant information, including:

Name of Bidder:_____

- Name and Address;
- Vehicle Make
- Plate Issue and Expiration Date; Plate Type and Plate Color;
- Driver's license number,
- a "Y" or "N" indicator that the driver is 65 years of age or older,
- RMV error code,

Each month, the Vendor must acquire the Massachusetts RMV's monthly file of all registrants. The Vendor must have the capability to utilize this file to obtain registrant data. The Vendor should also have the capability to receive and obtain registrant data on a weekly basis using the most efficient method offered by information technology.

The Vendor shall add to or edit Master Violations File records license plate and registrant information, including but not limited to the following: name, address, vehicle make, driver's license number, date of birth, plate issue date, confirmation date of received request, expiration date of license plate, RMV error code, plate type and plate color, and custodial data for leased vehicles if available.

The RMV's Interface System must also provide edits and controls of the type that include, but are not limited to: analysis of license plate configuration; correct treatment of company or corporate names; exclude skeletal tickets; exclude pending requests; exclude completely paid or dismissed tickets.

Upon acquisition of registrant information, the Vendor must provide for the immediate on-line system access of parking ticket information by registrant name, driver's license number, violation number and registration number.

The Vendor may also be required to utilize the RMV's database for research and other purposes (i.e., generate special notices to all registrants of commercial vehicles).

On-Line Request and Processing of MA Vehicle Owner Information

The requirements relating to MA RMV Request and RE-request of vehicle owner information set forth in the preceding paragraphs are presently initiated through Vendor/RMV batch processing. However, in light of MA RMV interface trends and projections, the Vendor will likely be required to implement an on-line system for the purpose of requesting and processing MA registrant data. In such an event, the Vendor may be required to also continue to accommodate batch interface with the RMV, the level/volume of which would be determined by future developments.

Requests for Out-of-State Vehicle Owner Information

On a weekly basis, the Vendor must request vehicle owner (registrant) information from the various out-of-state Registry of Motor Vehicles for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter from the date of issuance established by the City (currently 15 days). Un-indentified out-of-state registrant information should continue to be sought on a monthly basis until full identified.

For both the MA RMV and Out of State RMV's, the Vendor must identify, via a comprehensive report, the reasons why registrant data was not provided by an RMV.

Notification of Non-MA RMV's for Boot Eligible Vehicles

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Name of Bidder:_____

All non-Ma boot eligible vehicles without Name and Address Registrant data must be reported to Non-MA RMV's by the Vendor in order to meet the noticing requirements of Mass Chapter 90 20A ½.

SECTION 5.10

Correspondence and Parking Ticket Dunning Notice System

The Vendor must provide a comprehensive Notice System for the collection of parking tickets. The Notice system must be fully integrated with all elements of the PVPMISS. System requirements include:

- a primary Massachusetts and out-of-state noticing program;
- additional noticing;
- an On-Line Special Collections Noticing System;
- a Notice Management System;
- comprehensive Mail House services;
- comprehensive quality control and the processing of returned mail.

The Vendor must record in the Master Violations File the mail date/s and Notice type/s of all notices mailed in relation to each violation. The Vendor must also maintain proper documentation of all Noticing activity and provide the City with such documentation in accordance with a schedule determined by the City. The Vendor must indicate in the master file any notices returned by the postal service. The City will provide specifications to the vendor as to the form, content, sequencing, and timing of all notices that are mailed to violators with outstanding violations. The number of notices that the vendor will be required to send with respect to a single ticket shall be at least four (4). In addition, the City sends a variety of correspondence letters to violators. Last year's correspondence and notices amounted to approximately 277,765 pieces of mail.

 Mail House Function

The Vendor shall be responsible for the timely mailing of all notices and correspondence. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices. The vendor is responsible for stuffing envelopes and all costs for the mailing of notices and correspondence including stationery, forms, notices, envelopes, pre-addressed return envelopes, mailing services, postage, etc. All such costs must be included in the Vendor's total bid.
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SECTION 5.11

Boot and Tow System

The vendor shall provide an integrated on-line Boot and Tow system that automatically determines those vehicle registrations that are eligible for seizure in accordance with eligibility specifications provided by the City. Payments received by the City shall be immediately reflected in this system. Every two weeks the vendor shall generate a list of all vehicle registrations that are eligible for seizure for unpaid parking violations. The City enforcement personnel will utilize the list to identify vehicles to seize.

The list shall be in alphabetical numerical order format by state and shall contain, at a minimum, summary license plate volume and dollar amount information by the state. The City reserves the right to alter the format of the Seizure List.

Name of Bidder:_____

The boot eligible vehicles will be downloaded to the handheld ticketing units on a daily basis and the Parking control Officers will receive notification if tagging a boot eligible vehicle.

SECTION 5.12

Multiple-Vehicle – Single Owner System and Multiple Owner System

The Vendor must provide an on-line multiple vehicle - single owner/entity System (hereafter referred to as the Multi Owner System) which consolidates the customer service functions, dunning notice activity, and appeal and payment processing activities for entities operating multiple vehicles in the City of Cambridge. For example, to assist companies that operate fleets of vehicles to make timely payments or appeals for violations, a monthly billing report shall be generated for a participating company rather than multiple dunning notices being mailed. (This also reduces City costs for postage, forms, etc.)

The City shall utilize the Multi Owner System for the following four (4) categories of entities:

- Fleet Vehicles
- Government Vehicles
- Dealer Plate Vehicles
- Lease/Rental Companies submitting <u>surcharge</u> payments.

SECTION 5.13

Pay-By-Phone and Pay-By-Web Applications

The Vendor will provide a Pay-By-Phone operation including software, support and maintenance capable of handling, at a minimum, credit card payments. The pay-by-phone voice response application must allow callers to make payments for outstanding tickets via credit card by a touch-tone telephone on a 24 hour, 7 day a week basis. Pay-by-phone features must include:

- the option to pay a single ticket by entering the ticket number,
- the option to pay multiple tickets appearing on a notice by entering the notice number, and
- the option to pay the total amount due on a registration with either the ticket number or notice number.

Currently, a caller whose vehicle is in a boot and tow status and/or whose license or registration is 'non-renewed' at the Registry of Motor Vehicles is unable to pay outstanding tickets via the pay-by-phone application, and is so notified when attempting to make a payment. The Pay-By-Phone application must continue to provide this functionality.

Pay by Web Application

The Vendor will provide a Pay-by-Web application including software, support, and maintenance capable of handling credit card payments. The Vendor will be required to provide access to the Pay-By-Web application via the City of Cambridge's website (www.CambridgeMA.gov). The Web interface must be consistent with the overall design of the City of Cambridge web site.

Credit Card Processing Requirements for Pay-by-Phone and Pay-by-Web Applications

All credit card payments made by phone or web will be transfers via the merchant bank or clearinghouse to the designated City of Cambridge bank account. The vendor is responsible for

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Name of Bidder:_____

insuring real-time authorizations of all credit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated on-line real-time to the database and a daily balance report provided to the City sorted by Merchant ID. There should be one deposit per day per Merchant ID, made to the designated City of Cambridge bank which reconciles to the daily balance report and the City of Cambridge bank statements. Upon notification from the City that the reconciliation has a problem or failed, the vendor will provide support and resolve the problem within the same day it is reported.

The Vendor is responsible for providing the highest level of security for Credit Card holders who are using the Pay-by-Web and Pay-by-Phone applications and its credit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard and have evidence of a successful quarterly scan report from a certified scanning vendor for the most recent quarter as well as a compliant annual self-assessment questionnaire.

Currently, the City pays all credit card related fees; however, the City may eventually choose to pass these costs to the consumer. Therefore, the City requires that the vendor allow the option of transaction and merchant fees paid either by the consumer (convenience fee) or bill directly to the City.

SECTION 5.14

Management Information System

The Vendor must provide a wide ranging set of integrated reports covering:
- Issuance;
- Noticing;
- Financial Transactions;
- Operational;
- Accounting;
- Management Control for the administration of the PVPMISS.

The Vendor will deliver hard copies of all reports requested by the City within one workday of their scheduled run dates. All reports must also be available for on-line viewing.

Several types of reporting systems are required:

1. Pre-programmed routine reports that provide specific information on a recurring schedule.

2. An ad hoc reporting system allowing the City to create specific, customized queries via an easy to use GUI-based system.

3. A business intelligence reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must also allow the City to create its own reports using common business terminology without the need for specialized computer programming knowledge. The system must permit drilling down, slicing and dicing (dragging icons and objects to arrange data for charts and reports), ranking and filtering (reports that illustrate selected data and hide other data without re-running reports), and creating charts and graphs, etc. Users must be able to save reports to their own files or shared files and to send reports to others when they are run or on a scheduled basis.

Name of Bidder:_____

4. Digital dashboard reports that provide a snapshot of trends and performance through the use of visual presentations of specific data. Dashboard reports must include the ability to drill down to lower level data.

5. A GIS (Geographical Information System) system that links parking violation and related data information in the Vendor's database with City of Cambridge maps. The GIS system must be linked to a data viewer which provides the ability to create ad hoc queries about a variety of parking violation related data and to show the answers to these queries on maps produced via GIS.

SECTION 5.15

Production Schedules

The Vendor shall prepare a detailed monthly production schedule that includes:

- file processing
- report generation, such as scheduled management information reports, on-line claims processing related reports, and all scheduled reports relative to any systems for which the Vendor is responsible
- transaction cutoff periods
- notice mailing
- Name and Address requests and re-requests from the RMV
- Registration and License "mark" requests and re-requests
- Registration and License "clear" requests and re-requests
- Boot and Tow System seizure eligible list (boot book in hard copy and machine readable form)

Such schedules must be available to the City at least ten (10) days before the beginning of the month of scheduled production. The Vendor must also provide, no later than two weeks following each preceding month, a report of actual production activity.

SECTION 5.16

Network Capability, Equipment, Service, and Supply Requirements

The Vendor must provide the network capability, equipment, and all related hardware and software required at City of Cambridge locations for access to and the operation of the PVPMISS at the start of the contract. These locations are: 344 Broadway and Cambridge City Hall at 795 Massachusetts Avenue.

The Vendor must provide whatever training and night and weekend services the City requires to ensure that this requirement is met. Bidders must include in their price bid all costs to meet this goal including the cost of installing and testing all equipment and all personnel services required to support the installation. All wiring between the data closet and locations of PCs and printers and related terminations at 344 Broadway and City Hall will be provided by the City.

Infrastructure Services

The Vendor must implement, maintain, and support the entire data communication network that supports all PVPMISS activities including:

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Name of Bidder:_____

The Vendor shall provide the City with the following computer, cashiering, and printing equipment, listed below, on the start date of this contract. All equipment must be new and not previously used.

- At Cambridge City Hall – Two Cashier Terminals.
- At 344 Broadway – 12 Cashier terminals, 1 Switchboard Terminals, 12 Label printers, 2 Full-Page Laser Printers, and 12 hand-held bar code readers.
- At 344 Broadway a fully configured "hot-spare" back-up cashier terminal with all peripherals including receipt printer, label-printer, hand-held bar-code reader, mouse, keyboard, and monitor.
- At both locations, the telecommunications network, hardware, software, and licenses required to connect this equipment to the PVPMISS.
- At both locations, a telecommunications network that is independent of and not subject to the resources and traffic generated by any other client of the vendor.
- At 344 Broadway, additional and on-hand inventory of (4) Label Printers, (4) Hand-held bar code scanners, (1) cash drawer, (2) 19 inch flat-panel monitors, 2 USB based keyboards, (2) USB based mice and (2) serial-connected receipt printers.

Hardware Specifications

A Cashier Terminal consists of a PC with a current state-of-the-art CPU, internal hard-drive, internal cd-rom drive, 2 MB of memory, USB mouse and keyboard, 19 inch flat panel monitor, a Microsoft licensed Windows 2000 or Windows XP Professional desktop operating system, two serial ports, one parallel port, (2) PS2 ports for keyboard and mouse or alternative PS2-based technologies, and a minimum of 4 additional USB ports. In addition, a Cashier Terminal has (a) a USB connected Label Printer capable of printing labels from 2x3 to 4x6 inches fed on continuous roll-form, (b) a USB connected, hand-held, bar code scanner, (c) a serial connected receipt printer with 2 paper rolls for printing both a transaction receipt and journal, (d) a cashier drawer for currency and checks connected to the receipt printer. The vendor must maintain these terminals at the most current level of operating system patches, releases, and up-grades. Anti-virus software must be installed and updated with software-vendor released updates.

A Switchboard Terminal is a Cashier Terminal without a Label Printer, without a Bar Code Scanner, and without a Receipt Printer. Laser Printers consist of two Black and White printers operating with approximately 45 pages-per-minute throughput and a print resolution of up to 1200 by 600 dots-per-inch with 2 paper trays per printer and 128 MB of internal memory and are network enabled.

Support and Supplies

The Vendor is responsible for providing on-site support to resolve or replace both hardware and software problems with Cashier Terminals or Switchboard Terminals and their components. The Vendor is responsible for providing the miscellaneous supplies used in the day to day operation of these terminals including paper rolls, printer ribbons, toner cartridges, rolls of labels, and maintenance kits.

SECTION 5.17

System Availability and Response Time

The City must have a minimum aggregate 95% uptime availability on each terminal between the hours of 7:00 a.m. and 8:30 p.m. Monday through Friday. The response time for all online

Name of Bidder:_____

system processing shall be an average of less than three (3) seconds. The Vendor shall notify the City of any scheduled downtime to take place at least one week before such downtime is to occur and that it be scheduled during off-peak production hours.

Pay by Web and Pay by Phone shall be available and operational 24 hours per day, seven days per week. Email addresses or phone numbers of users accessing the system via web or pay by phone shall not be released to any third parties by the Vendor.

The Vendor shall notify the City of occurrence of all downtime and shall report the causes and expected duration of such downtime and the remedial measures being undertaken. The City shall provide to the Vendor a list of the department and persons to be notified and the appropriate telephone numbers. The Vendor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur.

The Vendor shall maintain a daily log of system downtime and shall furnish the City with a monthly downtime summary.

The Vendor shall respond within thirty (30) minutes of a reported equipment or software failure by providing the on-site technical support at the City's premises as may be required. In instances of repeated system failures, the City may require that the Vendor provide on-site technical support on a full-time basis until the problem is permanently corrected. For equipment failure coverage, the Vendor shall contract with its equipment Vendors and suppliers to obtain service agreements requiring the Vendor to respond within 2 hours of a reported equipment failure.

The Vendor must maintain a daily log(s) of all communications interruptions and will furnish the City with copies of said daily log(s) on a weekly basis accompanied by a weekly summary of such communications interruptions, the format of which shall be approved by the City.

SECTION 5.18

File Archive

At the City's written request and not less than 180 days from the date of payment in full or other final disposition of a parking violation, the Vendor may archive such violation from the PVPMISS for the purpose of creating additional file storage capacity. The Vendor shall also be required to archive skeletal records. The Vendor, at the City's direction, may also archive non-final dispositions of parking violations from the PVPMISS for the purpose of creating additional file storage capacity and processing efficiencies.

The Vendor must retain all information in the Master Violations Database on storage media, approved by the City, for auditing and reporting purposes The Vendor shall provide the capability for all TPTD staff to view via an application system all ticket data elements archived after February 1994 including all future archives. Archive data shall be available via ticket number, vehicle registration and registrant name. The Vendor must be able to restore such archived violation information for all archived tickets to the PVPMISS at the City's direction.

Upon archiving of violations, the Vendor shall notate the affected vehicle registration files with an "archive indicator" to be displayed through on-line inquiry access.

Name of Bidder:_____

SECTION 5.19

Permit Parking System

The Permit Parking Program (PPP) was established to reserve certain parking spaces in the City for permit only parking. Vehicles must display a valid resident parking permit or other permit issued by the City to utilize such spaces. Permits are issued by cashiers who also handle parking violation payment.

The Vendor must provide an on-line PPP System, integrated with the Vendor's core system. The on-line requirements for such a system include the capability to:

- Add new resident files to the database;
- Maintain resident permit data;
- Renew, hold and revoke permits;
- Update all permit files;
- Inquire into resident permit data;
- Maintain the address database for all residential addresses;
- Record all permit payments;

System Features and Notices

The Vendor is required to provide additional features within the PPP System that include the following:

- Generation of renewal notices and labels;
- Generation of permit renewal denial letters and revocation notices;
- Purge/archive and report on data no longer required to remain on the on-line system;
- Process and report on all transactions;
- Produce management, control, audit, and activity reports;
- A fixed field that will allow the City to track or control the number of units within a residential address.

All addresses in the database must be matched to the City Master Addresses and be coded as required by city residential, commercial, dormitory, VP area, and others as required by the city.

Once each year, on a date to be selected by the City, the vendor shall mail (2) two renewal notices. One Notice is to be mailed to the name of the qualified resident who is eligible to use the on-line renewal program. A second Notice and the application form will be sent to residents who do not qualify for the on-line renewal program. As stated previously in Section 5.10, the vendor is responsible for all costs for the mailing of these notices including stationery, envelopes, labels, mailing services, first-class postage, etc. All such costs must be included in the Vendor's total bid.

Name of Bidder:_____

System Components

The on-line system must accommodate, at a minimum, one hundred thousand (100,000) files. The system must allow on-line access via name for individuals as well as corporate or business entities, permit number, a system generated control number, vehicle registration number and address. Each resident file must include, at a minimum, the following information: applicant name (first and last for an individual or business or corporate name where applicable), applicant address (must be pre-entered by vendor) , one telephone number, neighborhood and neighborhood code, permit number, permit year, reason for issuance, vehicle registration number, quantity, vehicle make and year, permit classification, method of permit issuance, amount paid, effective date of the permit, expiration date of the permit, time of issuance, issuer's identification code, proof of residency submitted, comment field with the capability of entering up to 300 characters, field displaying weight of the vehicle, an alert informing the cashier of any and all tickets associated with the applicant's name and license plate number, the limitation of one (1) visitor permit per household, the history display of any permit type that has been issued to the associated address, prevent charge from being generated based on an applicant's date of birth, prevent the issuance of a parking permit if any unpaid tickets exist. This control must include the possibility of being overridden by a supervisor.

Additionally, the on-line system must perform the following special functions. The system must:

- efficiently locate the most current permit when searched by license plate number or name whether individual or business.
- generate a mailing label for any residential or business address within the City of Cambridge.
- process various other permits at the request of Cambridge and at no additional cost.
- accommodate the request from the city to add any required data field at no additional cost to Cambridge.   Most data fields shall be multi-character alphanumeric.
- accommodate on-line updates to all permit files.
- incorporate security features that will restrict access to certain functions to authorized personnel.

The Vendor shall, on request, cross-reference permit address with the Massachusetts RMV database and the PVPMISS database. The Vendor's PPP System shall accommodate the issuance of "temporary" or ad-hoc permits issued for the limited or finite periods of time. Such permits may be supplemental to existing neighborhood programs or may represent new neighborhood areas. The Vendor's system-shall accommodate the payment of a fee for resident permits via the Vendor's PVPMISS Cashiering System which shall be fully integrated with the Vendor's PPP component of the PVPMISS.

The Vendor shall provide reports on permit types, permits per business or corporate entity, permits by type and neighborhood district, and additional reports from the Permit Parking System as requested by the City.

Name of Bidder:_____

On-line Resident Parking Permit Application

The Vendor shall provide and support an on-line system for the public to apply for a resident parking permit. The Vendor will be required to provide access to the resident parking permit application via the City of Cambridge's website (www.CambridgeMA.gov/traffic). The Web interface must be consistent with the overall design of the City of Cambridge web site.
The parameters will be established by the City of Cambridge and the Vendor must have a relationship with the MA Registry of Motor Vehicles with the capabilities to obtain the residents qualifications required for approval. These qualifications should include a "yes/no" indicator if the applicant is a "senior" citizen or has been issued a Handicapped Placard.

SECTION 5.20

Provision of Complete Services to all Tickets on the Database

The Vendor shall be responsible for providing complete services as required in this scope of services to violation tickets issued prior to the effective date of the contract i.e., pre-contract tickets. All services, functions and system elements provided to those tickets submitted for processing on or after the date of contract must be provided to pre-contract tickets.
The provision for complete services for pre-contract tickets is an inalienable responsibility of the Vendor. The City will not reimburse the Vendor for services delivered on these older tickets other than applicable payments for notices sent.

SECTION 5.21

Performance Reporting

The Vendor must implement and operate a system for recording, monitoring and responding to all complaints and requests by the City relative to the Vendor's performance and obligations with regards to the PVPMISS. This includes:

- Procedures and reporting formats to track and respond to all requests and complaints in a systematic and timely manner.
- A Managerial summary, implementation plan, and comprehensive project analysis for each request or complaint.
- A listing of all active requests or complaints, the status of each request or complaint and the targeted completion date of each request or complaint.

SECTION 5.22

Complete and Comprehensive Back-up

The Vendor must provide complete back-up systems and capacity for all on-line systems including hardware, software, communication lines and other equipment.

The Vendor must retain sufficient back-up files so that reconstruction of all processing activities can be accomplished for audit purposes and emergency situations.

The Vendor must provide for the duplication of all programs and files and those programs and files subsequent movement offsite from their data processing facility to ensure copies are available in the event the originals are destroyed.

Name of Bidder:_____

The Vendor must provide for alternate processing arrangements or locations to ensure that processing could continue in the event of damage or destruction to the Vendor's data processing facility (ies). Detailed plans shall exist to provide for an orderly move to the alternative site. Test processing shall be completed periodically at the recovery site to ensure continued equipment compatibility, to train employees and to identify weaknesses in the contingency plan. Testing shall be comprehensive and shall approximate actual processing requirements.

SECTION 5.23

Training

The Vendor must conduct instruction and training of City personnel in connection with all of the services including system enhancements and subsystems, for which the Vendor is responsible, hereunder. The Vendor shall, at the City's request and at no additional cost, develop, review, and edit training manuals for use in training City staff.

SECTION 5.24

Test System

All system modifications, enhancements, or other changes must be properly tested by the Vendor and shall be approved by the City before their implementation.

The Vendor shall provide comprehensive test files or test system to test both batch and on-line systems and shall provide the City with actual test results before implementing any significant system changes.

The Vendor shall develop a System Test Plan and submit the plan to the City for approval. Testing activities must address all aspects of the Vendor's responsibilities and functions of the system, including terminal, communications, software, operating procedures, user procedures and other documentation. Procedures should be included in the plan to verify and certify the functions and quality of the PVPMISS and to ensure that the system performs according to the specifications.

Specific Vendor Responsibilities Include: Develop a test matrix to include transactions, conditions, and desired results:

- Develop test data files
- Perform and document unit tests and submit to the City for approval
- Debug each program
- Conduct system test involving all functions and interfaces
- Document the final system test and submit to the City for approval

System Testing Phase Milestones:

- City approval of the test plan
- Accurate processing of complete test data package
- City approval of the system test

SECTION   5.25

Recovery from Catastrophic Failure

Name of Bidder:_____

Recovery from catastrophic failure is defined as those corrective efforts undertaken at the computer site as a direct result of a natural disaster (e.g., fire or flood) or other catastrophe which has caused either disruption of services to the City for extended periods of time or loss of data.

The Vendor will reimburse the City an amount equal to the cost incurred by the City to re-enter any data should the Vendor fail to restore said data, and any other costs incurred by the City because of the interruption of services and/or the failure to restore lost data.

The Vendor must take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster does disrupt the system, the Vendor must have a detailed, City approved, recovery plan in place, tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards.

SECTION 5.26

Organization and Personnel

The Vendor is required to maintain an office in the greater Cambridge area and to carry out as many of its responsibilities as feasible at this local office.

Key Personnel

The Vendor will commit and identify a sufficient number of diversely qualified key personnel required to operate Cambridge's PVPMISS in a quality manner with minimal or no risk of disruption to the City's current levels of PVPMISS operations and revenue.

Key personnel include:
- project management;
- business management;
- administrative personnel;
- data entry;
- lockbox personnel;
- senior business analyst;
- network administrator;
- quality control specialist;
- operational controls personnel;
- report developer;

Certain key personnel must be assigned to the local office including a local project manager, at least one (1) senior business systems analyst, and at least one (1) network administrator must be immediately available to the Parking Services and Parking Enforcement divisions, within a 30 minute window, every workday, to meet in person with TPTD staff at the TPTD office. The vendor must provide substitutes for key staff who are not working due to vacation, illness, etc.

The senior business analyst must be assigned to the City of Cambridge contract on a full-time basis. The network administrator engineer must be assigned to the City's PVPMISS project, and be on-site at 344 Broadway, as needed to ensure that all equipment, data communication systems and software applications specified in this scope of services, including handheld ticket writing devices, are maintained, repaired and fully operational at all times.
The senior business analyst will meet with City staff regularly to review work. The senior business analyst will manage the agenda or matrix of issues being worked on and their status.

Name of Bidder:_____

Consultant Services

The Vendor must provide Consultant Services for various traffic and parking operations and management. These services include:

- assistance in the development of training activities of parking ticket writers,
- training of personnel and supervisors,
- monitoring ticket issuance and factors impacting issuance,
- analysis and development of issuance routes,
- analysis of productivity.
- information on new approaches and systems
- studies and analysis of current TPTD operations.

Right to Refuse Personnel

The City reserves the right to refuse any individual(s) in the Vendor's employ including subcontractors if the City is not satisfied with their performance or personality conflicts arise with City personnel.

SECTION 5.27

Conversion

This bid document requires that, in the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database be initially loaded from a master file residing with the Existing Vendor's system. The Vendor shall be required to interface with the Existing Vendor to conduct conversion activities. All data elements, including scanned workflow management documents and images, must be converted and remain fully integrated into the new system.

Conversion will be determined to be completed when the system performs according to the standards of the City. It will be the Selected Vendor's responsibility to accomplish all programming and testing to ensure that the conversion has been successfully completed. It will be the City's/ Existing Vendor's responsibility to supply the data, as is, from the existing parking violations databases and for conversion purposes to define the storage formats and describe the data elements stored in the databases.

The Selected Vendor (and by necessity, Prospective Vendors) shall propose a comprehensive data conversion plan to convert from the existing Vendor's system to the selected Vendor's system. This plan shall include, but not be limited to, all responsibilities of the Vendor, the City, and the existing Vendor in the conversion effort; how the conversion will be accomplished; the conversion timetable and work schedule; and how the accuracy of the conversion effort will be measured.

It should be noted that the City requires a comprehensive and detailed discussion of:
(a) the capture of data to be converted, and (b) the subsequent use of captured and converted data. Towards this end, bidders shall be advised that the data that the data and information requirements of the City set forth in this bid document are substantially representative of the current data and information fields that would need to be captured, converted and utilized.

Upon completion of the contract term, the Vendor shall support the transfer of data in the event that the contract is terminated or has expired and a new Vendor is selected. Additionally, the Vendor shall be required to provide any data or information required by the City to prepare a bid document and execute a succeeding contract, to include but not be limited to current and projected baselines,

Name of Bidder:_____

computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.

In its response to this bid document, the bidder should describe its previous relevant experience converting data in a situation similar to that described in this document.

SECTION 5.28

Hand-Held Electronic Ticket Writing Devices

The city currently issues parking tickets using a Radix Corporation Model FW900 handheld device. The unit is capable of issuing up to 175 tickets on one shift and can upload and download data and tables using an ip-based communications protocol. If the selected vendor is not the existing vendor, the selected vendor must provide a new handheld at the start of the contract or manage the existing handheld and accommodate this unit and all of its current operating and processing capabilities until a new hand-held is implemented. If the selected vendor is the current vendor, no conversion is necessary. However, within the first eighteen months of the new contract period, the city will select, in consultation with the vendor, a replacement unit which the vendor will supply. The City is open for exploring a new unit that contains (1) a digital camera with the ability to capture and process at least one photo image per issued ticket, (2) the capability of scanning and capturing the data of an RFID tag or label and processing the data as another element of electronic input, and (3) license-plate recognition. These three capabilities must be available in a size and weight that is appropriate to a hand-held device. The City is also open to explore a new unit which may consist of more than one piece for all ticketing functions. However, a handheld device, whether of one or two pieces, must be supplied to each officer, individually, as well as one device per supervisor. In addition, the vendor is required to supply several spare or "hot-swappable" devices to cover those units which have been sent off-site for repairs or additional testing. The total inventory of handheld devices should constitute 48 (forty-eight) fully functional units.

General Vendor Responsibilities:

The Vendor must be able to completely manage and process citations issued by a handheld computer device provided by the Vendor, and approved by the City, pursuant to these specifications and requirements. The Vendor must provide, implement, and support handheld computer devices and base units or "docking" stations including hardware, software, program applications, and all required communication devices, protocols, and network connections as specified by the city. The City currently operates from two locations for the issuance and processing of handheld tickets with most handheld devices housed at 344 Broadway and additional devices located at 125 Sixth Street in Cambridge.

The Vendor must provide handheld support personnel who have current industry certifications and appropriate experience. Handheld support personnel shall be responsible for coordinating system modifications, troubleshooting problems with the handhelds, printer assemblies, and/or base stations and "docking" units, and training City staff so that all staff are fully knowledgeable in the operation of the handhelds and trained on all enhancements made to them.

In addition to providing the data entry fields required to issue parking violations, the handhelds must also contain the tables that load into memory all of the streets for the city, all of the parking meters, the boot eligible vehicles, the consolidated Visitor Pass file from the collective input of the parking officers recording Visitor Passes, Resident Permit Stickers, and Revoked Resident

Name of Bidder:_____

Stickers and Revoked Visitor Permits. In addition, the ability to record two times for Overtime Parking, Loading Zones, and Storage violations, and the log-in function for issuing "Snow-Tickets" will be required. The Vendor must be willing to work with the City to provide future enhancements.

Finally, the vendor must provide all the supplies that are used by the handhelds including blank ticket rolls printed on "thermal" sensitive paper, carrying cases, styluses and as well as pre-printed envelopes that the officers use when placing tickets on vehicles.

SECTION 5.29

Document Image Processing and Workflow Management System

The vendor must provide a document image processing system for document storage, retrieval, and workflow management. This document image processing system must be fully integrated with all systems and subsystems of the Vendor's PVPMISS.

All lockbox-received parking ticket related correspondence will be imaged at the lockbox processing facility by the Vendor. The Vendor's scanning device(s) must accommodate correspondence items which will likely contain two or more pages containing typed, machine printed or handwritten text of various sizes, weights, and colors, as well as photographs or drawings which will require imaging. The envelopes which contain correspondence must also be imaged in order to capture the postmark date of the correspondence. Correspondence is also frequently enclosed inside actual parking tickets; therefore, some parking tickets received at the lockbox require imaging.   The system must allow TPTD personnel and vendor staff to index images to parking violations.

Additional documents, such as disposition forms, refund forms, and correspondence received at TPTD, shall be sent to the Vendor's office for imaging and scanning by the Vendor. All correspondence sent to the Vendor by the City must be indexed to the parking tickets described in the correspondence. In addition, all handwritten paper parking tickets issued by the officers must be scanned and indexed into the document imaging system for easy retrieval via the PVPMISS as well. Paper tickets should be given a unique indexing symbol to differentiate them from correspondence images.

The workflow management system must be integrated with the City's PVPMISS so that TPTD personnel can perform customer service functions and claims processing by viewing correspondence images simultaneously with detailed plate and violation data. In addition, the system must be organized into "holding tanks" or "queues" for the various levels of completion: newly arrived, pending research, awaiting a hearing, done, etc., so that TPTD personnel can move the images and correspondence from one location to another.

SECTION 5.30

Collection Agency Services

The vendor shall provide collection agency services as requested by the City. Such services shall be paid for as a percentage of revenue collected. All costs for these services shall be borne by the vendor.

Name of Bidder:_____

Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: _____

_____ _____

(Print Name of person signing bid)

_____

(Signature & Title)

_____

Address

_____

City

_____

State   Zip Code

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Name of Bidder:_____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below**.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____   _____

(Typed or printed name of person   Signature
signing quotation, bid or Proposal)

_____

(Name of Business)

NOTE:
The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract   basis.

Instructions for Completing CORI Compliance Form:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of

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Name of Bidder:_____

the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;
    (h) Any relevant evidence of rehabilitation or lack thereof;
    (i) Any other relevant information, including information submitted by
        the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Name of Bidder:_____

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:
 2.112.061 Purpose
 2.112.062 Definitions
 2.112.063 CORI-Related Standards of the City of Cambridge
 2.112.064 Waiver
 2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of

Name of Bidder:_____

Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

Name of Bidder:_____

City Of Cambridge
Articles of Agreement

Commodity:

File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").
Address:
Telephone, Fax, E-mail:

Article I. **Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. **Duration.** The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____**.**

Article III. **Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. **Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Name of Bidder:_____

Article VI . **Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. **Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. **Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. **Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **___100%___** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. **Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. **Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form: **The Contractor:**

_____   _____
Donald A Drisdell   **Signature And Title**
City Solicitor

_____   _____
Robert W. Healy   **Cynthia H. Griffin**
City Manager   **Purchasing Agent**

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Name of Bidder:_____